

**2009 ABMEI NEGOTIATIONS
CITY PACKAGE PROPOSAL D***

PERIOD OF MEMORANDUM OF AGREEMENT – ARTICLE 1

Term: Eleven (11) Months

PAY

Effective the first payperiod of Fiscal Year 2010-2011, all classifications represented by ABMEI will have each step reduced by 5%. This will result in the top and bottom step of all classifications represented by ABMEI being 5% lower.

HEALTH INSURANCE COST SHARING

As Proposed in City Initial Package Proposal dated December 7, 2009

HEALTH INSURANCE DUAL COVERAGE

See Attached (City Proposal #20)

HEALTH INSURANCE- HEALTH IN LIEU

See Attached (City Proposal #12)

RELEASE TIME

See Attached (City Proposal #3)

PROBATIONARY PERIODS

As Proposed in City Initial Package Proposal dated December 7, 2009

DISABILITY LEAVE SUPPLEMENT

As Proposed in City Package Proposal B

FREEZING STEP INCREASES

As Proposed in City Initial Package Proposal dated December 7, 2009

RETIREMENT COST MITIGATION

As Proposed in City Initial Package Proposal dated December 7, 2009

OVERTIME- 40 HOURS

As Proposed in City Initial Package Proposal dated December 7, 2009

**2009 ABMEI NEGOTIATIONS
CITY PACKAGE PROPOSAL D***

OFF HOURS INSPECTIONS

As Proposed in City Package Proposal C

SICK LEAVE PAYOUT

As Proposed in City Package Proposal C

TRAINING

See Attached (City Proposal #23)

SIDE LETTERS

The following side letters will expire December 10, 2009:

1. Training
2. Disciplinary Appeals Pilot Program
3. Dispatcher Assignment

ALL TENTATIVE AGREEMENTS

** This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals, including, but not limited to:*

- Revise step structure and modify movement within steps
- Compensatory Time Clarification
- Retiree Pension Benefits
- Calculation and Eligibility of Overtime- Paid Time Off
- Healthcare- Modifications to HMO Plan Design

CITY PROPOSAL #20- HEALTHCARE DUAL COVERAGE

5.3 Health Insurance

5.3.1 An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee.

CITY PROPOSAL #12- HEALTHCARE- HEALTH IN LIEU

5.5 Payment-in-Lieu of Health and Dental Insurance

5.5.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu.

5.5.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive 50% of the City's contribution toward their health and/or dental insurance at the lowest cost single or family plan if the employee is eligible for family coverage. The City will retain the remaining 50% of that contribution the following per payperiod:

	Health In-Lieu	Dental In-Lieu
If eligible for family coverage:	221.84	19.95
If NOT eligible for family coverage:	89.09	19.95

5.5.3 A City employee who receives healthcare coverage as a dependent of another City employee, shall be deemed not eligible for family coverage.

5.5.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek or unpaid leave and have alternate group health and/or dental coverage. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

5.5.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first 30 days of employment, during the annual open enrollment period, or within 30 days of a qualifying event (defined in the Human Resources Benefits Handbook as a change in marital, dependent or work status of the employee or the employee's spouse) occurring anytime during the year. Employees who miss the 30-day time limit after a qualifying event must wait until the next open enrollment period to enroll in the payment-in-lieu of insurance program. Enrollment in the payment-in-lieu of insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

5.5.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations: employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced work week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

5.5.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible, the employee must provide verification that alternate coverage has been lost.

- 5.5.6.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.
- 5.5.6.2 Dental Insurance. Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two dental premiums through the City's payroll process. Re-enrollment in the dental insurance plan shall not be retroactive.

CITY PROPOSAL #3- RELEASE TIME

Addition of a new article, Article 22, Release Time. All subsequent articles shall be renumbered.

ARTICLE 22 RELEASE TIME

- 22.1 Release time from regular City duties shall be provided to designated Union representatives in accordance with the following provisions.
- 22.2 The Union President or designee shall be granted release time from regular City duties to attend the following meetings:
- To attend Civil Service Commission meetings when matters affecting the Union are considered.
 - To attend City Council meetings when matters affecting the Union are considered.
 - To attend Federated Retirement Board meetings.
 - To attend grievance meetings when used to facilitate settling of grievances.
 - To attend Benefit Review Forum meetings (up to two designated representatives)
 - To attend City Labor Alliance meetings held with the City Manager or Employee Relations (up to two designated representatives)
 - To attend meetings scheduled by Administration when attendance is requested.
 - To attend other meetings and trainings approved by the Employee Relations Director, or designee.
- 22.3 Release time shall be granted no more than once a month for a maximum of three Executive Board members to attend meetings with the PBCE Director, Deputy Director, Chief Building Official and/or Division Manager.
- 22.4 Authorization For Release Time. If the designated Union representative finds it necessary to leave assigned duties to investigate or process a grievance, or attend a meeting as defined in this Article, the representative must inform the immediate supervisor of the general nature for the release time and receive authorization from the immediate supervisor prior to leaving assigned duties. Upon return to assigned duties, the representative must report back to the immediate supervisor.
- 22.5 Release Time Restrictions. Release time shall not be provided for lobbying or political purposes. Release time is provided only to the extent that any employee is required or authorized to attend meetings, trainings or other authorized events during said employee's normal work schedule/hours. Employees are not entitled to receive over-time or regular compensation for attendance of meetings, trainings or other authorized events occurring outside of their normal work schedule/hours.

CITY PROPOSAL #23- TRAINING

Addition of a new article, Article 28, Training. All subsequent articles shall be renumbered.

ARTICLE 28 TRAINING

- 28.1 Employees in PBCE shall be provided a minimum of twenty-four (24) hours of technical training per fiscal year, as is relevant to each inspector. Such training will be scheduled during regular work time. To the extent training is scheduled outside of regular work hours, employees will be paid with compensatory time.
- 28.2 If an employee is otherwise absent for a scheduled training, the employee will be responsible for obtaining any training or necessary certifications on their own time.